



togetherforbetter

CLARK COUNTY, NEVADA

**CBE NO. 607903-26
CLARK COUNTY WORKFORCE ECONOMIC STABILITY
TRAINING INITIATIVE (CCWEST) PROGRAM**

**SOUTHERN NEVADA JOINT MANAGEMENT CULINARY AND BARTENDERS TRAINING FUND
DBA CULINARY ACADEMY OF LAS VEGAS**

NAME OF FIRM

Dr. Bobbi Damrow
Chief Operating Officer

DESIGNATED CONTACT, NAME AND TITLE
(Please type or print)

710 W. Lake Mead Blvd.
North Las Vegas, Nevada 89030

ADDRESS OF FIRM
INCLUDING CITY, STATE AND ZIP CODE

702-924-2146

(AREA CODE) AND TELEPHONE NUMBER

None

(AREA CODE) AND FAX NUMBER

bdamrow@theculinaryacademy.org

E-MAIL ADDRESS

CLARK COUNTY WORKFORCE ECONOMIC STABILITY TRAINING INITIATIVE (CCWEST) PROGRAM

This Contract is made and entered into this _____ day of _____ 2026, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and SOUTHERN NEVADA JOINT MANAGEMENT CULINARY AND BARTENDERS TRAINING FUND DBA CULINARY ACADEMY OF LAS VEGAS (hereinafter referred to as PROVIDER), for CLARK COUNTY WORKFORCE ECONOMIC STABILITY TRAINING INITIATIVE (CCWEST) PROGRAM hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT as described in the Scope of Work (Exhibit A); and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2027, with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENTA. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$1,691,245 annually. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress Payments

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.

5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted via email to: SSRAD@ClarkCountyNV.gov.
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER 'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.

- C. PROVIDER has, or shall, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees shall cooperate with COUNTY in the performance of services under this Contract and shall be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER shall follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER is liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Kristy Manning, Grants Coordinator, Clark County Social Services Contract and Compliance, telephone number (702) 423-4444 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and will inform PROVIDER by written notice before the

effective date of each such delegation.

- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY will assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY will pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount will be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount will be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER 'S default.

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in Paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for

information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

S. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

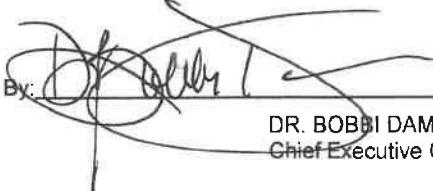
IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:
CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

_____ DATE

PROVIDER:
SOUTHERN NEVADA JOINT MANAGEMENT CULINARY AND BARTENDERS TRAINING FUND
DBA CULINARY ACADEMY OF LAS VEGAS

By:  _____
DR. BOBBI DAMROW
Chief Executive Officer

5/2/2020
_____ DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Sarah Schaerrer
[Sarah Schaerrer \(May 20, 2026 09:23:33 PDT\)](#) _____
SARAH SCHAERRER
Deputy District Attorney

05/20/2026
_____ DATE

**EXHIBIT A
CLARK COUNTY WORKFORCE ECONOMIC STABILITY TRAINING INITIATIVE (CCWEST)
PROGRAM
SCOPE OF WORK**

1.0 Overview

Clark County Social Service (CCSS) is responsible for ensuring that the County meets its health, welfare, and community responsibilities as set forth in the Nevada Revised Statutes and County Ordinances with a primary focus on childless adults. Services are designed for various levels of vulnerable adults to address the underlying causes of homelessness and services necessary to support independence.

The Clark County Workforce Economic Sustainability Training (CCWEST) project will provide employment access to the hospitality industry. Culinary Academy of Las Vegas (PROVIDER) is licensed by the Nevada Commission on Postsecondary Education and serves individuals Clark County residents. PROVIDER students are trained for jobs in hospitality through a curriculum designed in conjunction with the majority of Las Vegas Strip hotel and casino partners. This industry-developed skills training provides a direct pathway to quality, long-term employment for its graduates.

2.0 Scope of Project

COUNTY will provide funds to PROVIDER for the cost of operating *Clark County Workforce Economic Sustainability Training* initiative (PROGRAM), a hospitality skills and employment services program. Four hundred (400) students annually will receive tuition assistance and/or supportive services. The PROGRAM shall provide student-centered and evidence-based workforce development practices to address the needs of the student and support ending homelessness.

3.0 Target Population

To be eligible for participation in the program, individuals must meet #1 or #2 AND must meet #3 of the following criteria:

1. Homelessness:

Please see U.S. Department of Housing Urban Development's definition of homelessness in Exhibit B.

--OR--

2. Housing Insecure;

The applicant must be experiencing housing instability, demonstrated by one or more of the following conditions:

- a. Currently residing temporarily with friends or family ("doubled up"); or
- b. Earning less than the Clark County Living Wage. [Living Wage Calculator - Living Wage Calculation for Clark County, Nevada](#)

--AND--

3. Work Authorization;

The applicant must be legally eligible to work in the United States. No additional age or immigration status requirements apply beyond verification of work eligibility.

Referrals from CCSS, or CCSS identified source must be prioritized.

4.0 Services

The purpose of this section is to provide an overview of the services PROVIDER is expected to deliver.

A. Tuition Assistance

Students that complete a PROVIDER'S hospitality training program will receive a Certificate of Completion and are recognized as having one year of employment at employer partner locations. Depending upon completion and performance in the program, there are opportunities for full-time employment or paid internships at PROVIDER to begin student's hospitality career.

B. Service I: Assessment and Stabilization Services

PROVIDER will implement a two-phase assessment process to ensure students are appropriately matched to training programs, funding sources, and stabilization supports prior to enrollment in PROGRAM.

1. Initial Career and Funding Assessment:

All applicants will complete an initial screening and intake process to assess career goals, program fit, and funding options. PROVIDER will determine the most appropriate training pathway and identify potential community funding sources. This phase is universally conducted for all individuals prior to registration in any training program.

2. AB309 Eligibility and Stabilization Assessment

For individuals identified as potential AB309 participants, AB309-designated staff will conduct a secondary assessment to verify eligibility, determine tuition and/or supportive service assistance, and identify barriers that may impact training participation. Stabilization needs will be addressed through internal or external referrals as appropriate. Upon confirmation of eligibility, the individual will be enrolled in PROGRAM under AB309 funding.

C. Service II: Tuition Assistance

1. The PROGRAM offers the following certification programs as licensed by the State of NV:

- Bakers Helper
- Bar Apprentice
- Bar Porter
- Bus Person
- Food Server
- Fountain Worker
- Barista
- Professional Cook (Pre-requisite certificate to the Professional Cook Apprentice Program)
- Professional Cook Apprentice Program
- Kitchen Steward
- Kitchen Steward PLUS
- Guest Room Attendant
- Guest Room Attendant PLUS
- House Person Utility (Porter) program

Additional programs can be considered for funding upon written request.

2. Tuition assistance covers:

- All course materials, including textbooks and relevant tools
- Technology access and loaner devices, as needed
- Uniforms and personal protective equipment
- Job placement services
- Career services for up to three months post-certificate

D. Service III: Support Services

Supportive Services are available during the PROGRAM and up to three months post-certificate. Students who present in crisis (any event or period that may lead or has led to an unstable and/or dangerous situation affecting the student) will receive a tailored case management plan.

Provide assistance for:

- Childcare
- Transportation
- Work attire (such as uniforms, work shoes, etc.)
- Work Cards
- Health cards and testing fees

- Alcohol awareness cards and testing fees
- On-site meals at or less than per diem
- Haircare for the purpose of an interview
- Interview clothes
- Hygiene products and towels for on-site shower facilities
- Laundry detergent for washing uniforms or interview clothes

E. Service IV: Academic Interventions

1. Monitor the students' academic progress, including grades, attendance and overall performance. If academic concerns are identified, the PROGRAM will implement academic interventions tailored to eligible students.
 - Please note monitoring student progress is universally completed for all students of the PROVIDER.
2. Academic interventions for eligible students (AB309 eligible) include:
 - Targeted interventions which may include:
 - Development of a Performance Improvement Plan outlining corrective actions and timelines.
 - Coordination of tutoring services (individual or group-based) to support successful course completion.
 - Soft skills coaching focused on workplace readiness and professionalism.
 - Career coaching with resume development assistance to support employment preparation, career exploration, and general guidance to align with student's interests and strengths.

5.0 Responsibilities of Provider

The purpose of this section is to provide a description of how the PROVIDER plans to utilize the allocated funding to provide the highest quality of service.

1. Ensure ongoing operation of PROGRAM in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable federal, state and local regulations. PROVIDER is encouraged to contact COUNTY regarding unique client issues that may require flexibility with the provisions of the regulations. Any deviation must be approved by COUNTY in writing.
2. Perform background checks on staff and volunteers in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable federal, state and local regulations.
3. Comply with Equal Access Rule: In alignment with the Equal Access Rule, PROVIDERS shall provide equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity and all other provisions of the Equal Access Rule. PROVIDER shall establish and implement written non-discrimination policies and staff training that align with Equal Access regulations.
4. Establish a formal termination of assistance process that includes, at minimum:
 - a. The program participant's receipt of written program rules and the termination process before the participant began to receive assistance.
 - b. The program participant's receipt of written notice containing a clear statement of the reasons for termination.
 - c. A review of the decision in which the program participant was given the opportunity to present written or oral objections before a person (or a subordinate of that person) who made or approved the termination decision; and
 - d. The program participant's receipt of prompt written notice of the final decision.
5. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff-to-student ratios.

6. Be available for consultation regarding the operation and progress of PROGRAM with all parties to the funding agreement and at other reasonable times with advance notice as to not conflict with PROVIDER'S other responsibilities.
7. Enter and update PROVIDER and PROGRAM information into Nevada 2-1-1 prior to the commencing of each year of services. A copy of the listing must be provided to COUNTY'S authorized representative.
8. Establish such fiscal and accounting procedures necessary to ensure the proper disbursement of, and accounting for grant funds, in order to ensure that all financial transactions are conducted. Maintain financial records pertaining to all matters relative to the Contract, in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion of Contract, or termination of Contract, whichever comes first. Delineate how multiple funding sources for services are allocated appropriately for its designated intended service. All such records relating to any analysis or audit performed relative to the Contract shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that PROVIDER no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the Contract with COUNTY to be retained by COUNTY and PROVIDER.
9. PROVIDER must submit a monthly invoice to COUNTY'S authorized representative by the 15th calendar day of each month for the previous month's services. Program specific reports may be requested to support reimbursement. Invoices must include documentation of supportive and their associated costs and fee-based tuition rates for the total amount requested to support the PROGRAM.
10. PROVIDER shall provide written notice to COUNTY of any PROGRAM changes during the lifecycle of the contract for which COUNTY funds are allocated, including, without limitation, any changes to PROVIDER'S funding status, such as the inability to maintain a minimum of three (3) months of operating reserves, or the occurrence of any programmatic or financial hardship that may affect the continuity, quality, or services provided.
11. PROVIDER shall perform activities to ensure proper PROGRAM administration, including, but not limited to the following:
 - I. Perform all eligibility determination and documentation.
 - II. Track all data and performance results outlined in this scope of work.
12. COUNTY shall evaluate PROVIDER'S performance on a regular basis. Such evaluation shall include assessing PROVIDER'S compliance with all terms and performance standards and may occur monthly, quarterly, semi-annually, and/or annually.
 - I. Develop and maintain PROGRAM tracking in PROVIDER identified database, Salesforce.
 - II. PROVIDER shall enter data into Salesforce within forty-eight (48) hours of service delivery, as required under PROGRAM. PROVIDER shall otherwise comply with all applicable policies and procedures for data management.
 - III. Record in Salesforce all student service transactions, case notes, and supporting documentations as applicable.
 - IV. PROVIDER is expected to strive toward maintaining a 100% Salesforce participation.
 - V. Track all data and performance results specific to evidenced based practices and student outcomes.
 1. Number of students enrolled in PROVIDER'S training program
 2. Number of students whose tuition was covered by PROGRAM
 3. Track student's completion in training program
 4. Number of students graduated in training program
 5. Number of students receiving job placement in training PROGRAM
 6. Number of Students receiving supportive service in PROGRAM
 7. Number of graduates receiving returning services in PROGRAM
 8. Number of graduates placed and retained employment for three months; and

9. Cash income at PROGRAM enrollment and exit (exit must be measured at the 90-day post-certificate follow-up).
10. Other items determined to be pertinent to the assessment of the PROGRAM
11. PROVIDER shall track and assess student eligibility based on the current eligibility criteria in quarter 3 (January 1 – March 31) of each contract year, providing COUNTY a report by the 15th of April. COUNTY reserves the right to request additional months of tracking student eligibility.
12. Quarterly reports describing the PROGRAM'S progress will be due 30 days after the end of each quarter as follows:
 - a. Quarter 1: July 1 – September 30: Due October 30
 - b. Quarter 2: October 1 – December 31: Due January 30
 - c. Quarter 3: January 1 – March 31: Due April 30
 - d. Quarter 4: April 1 – June 30: Due July 30
13. Ensure that PROVIDER, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
14. The PROVIDER shall implement regular opportunities for students to share feedback on operations and services. This may include student meetings, suggestion boxes, or peer-led forums, which help tailor services to residents' needs and enhance program responsiveness.
15. In the event of a County-level emergency, activation, or disaster response, the COUNTY may request that the PROVIDER provide services, personnel, or resources in support of emergency operations within Clark County. Such activities may fall outside the normal scope of work or budget under this Contract. All costs incurred by the PROVIDER for authorized emergency activations shall be compensated by COUNTY in accordance with the terms of this Contract. Any reimbursement COUNTY may subsequently seek from State or Federal funding sources shall be an internal COUNTY matter and shall have no effect on PROVIDER'S compensation, payment schedule, or obligations.

6.0 Performance Outcomes

All outcomes align with the vision of COUNTY, which is self-sufficiency for people at-risk of homelessness:

<p>Outcome #1 (INCOME): Students experience increased financial stability, leading toward self-sufficiency.</p> <p>Target & Indicator: 75% (300 out of 400 served) of students will increase cash income at program exit.</p> <p>Please note: A total of 400 students will receive <u>at least one</u> of the following:</p> <ol style="list-style-type: none"> a. Tuition Assistance, b. Support Services, or c. Academic Interventions. <p>Of the participating students, 75% (300 students) are expected to increase their cash income through employment. Cash income will be recorded at:</p> <ol style="list-style-type: none"> 1. Program application; 2. Program certificate completion; 3. One-month post-certificate follow-up); 4. Three-month post-certificate follow-up). <p>For purposes of calculating the success rate, only students who demonstrate a measurable increase in cash income will be included in the numerator.</p>

Major Tasks Necessary to Realize Outcomes (Activities)	Outputs Resulting from Tasks
PROGRAM is expected to provide Tuition Assistance, Support Services, and Academic Interventions. By providing those core services, PROGRAM will be able to identify the following data which will lead to successfully reaching the targeted outcome:	
Tuition Assistance	Number of students with paid tuition Number of individual case management plans
Academic Interventions	Number of students who receive support services Number of support services provided
Academic Interventions	Number of students receiving academic interventions Number of student graduates of training programs Number of students connected to job placements

7.0 Budget

All costs must be eligible under the Clark County Social Services Funding Guidelines.

Tuition Payment Schedule: Tuition shall be pro-rated according to the participant's completion percentage of the training program and deemed fully payable upon attainment of sixty percent (60%) program completion. Billing will occur upon certification completion or student exit.

8.0 Definitions

Americans with Disabilities Act gives civil rights protections to individuals with disabilities.

Case Management is a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs that may include:

- Assessment: determine a person's current and potential strengths, weaknesses and needs
- Planning: to develop a specific, comprehensive, individualized plan
- Linkage: to transfer clients to necessary services and treatments provided in the community
- Client Advocacy: to intercede on behalf of a specific client or a class of clients to ensure equity and appropriate services
- Crisis Intervention: assisting clients in crisis to stabilize through direct interventions and mobilizing needed support and services
- Resource Development: attempting to create additional services or resources to address the needs of clients
- Discharge Planning: implementing many of the above functions again to help client plan to transition from one type of setting or service program to another.

Homelessness can be described using HUD's 4 categories of homelessness.

- **Category 1: Literally Homeless** is when an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 1. Has a primary night-time residence that is a public or private place not meant for human habitation; **or**
 2. Has a primary night-time residence that is a public or private place not meant for human habitation; **or**
 3. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- **Category 2: Imminent Risk of Homelessness** is when an individual or family who will imminently lose their primary nighttime residence, provided that:
 1. Residence will be lost within 14 days of the date of application for homeless assistance

2. No subsequent residence has been identified; **and**
 3. The individual or family lacks the resources or support networks needed to obtain other permanent housing.
- **Category 3: Homeless Under Other Federal Statutes** is an unaccompanied youth under 25 years of age, or families with Category 3 children and youth, who do not otherwise qualify as homeless under this definition, but who:
 1. Are defined as homeless under the other listed federal statutes
 2. Have not had a lease, ownership interest in permanent housing during the 60 days prior to the homeless assistance application
 3. Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; **and**
 4. Can be expected to continue in such status for an extended period of time due to special needs or barriers.
 - **Category 4: Fleeing/Attempting to Flee Domestic Violence** is any individual or family who:
 1. Is fleeing, or is attempting to flee, domestic violence
 2. Has no other residence; **and**
 3. Lacks the resources or support networks to obtain other permanent housing

Homeless Nevada Department of Employment, Training and Rehabilitation provides information on laws, requirements and rights as they relate to businesses, job seekers and the unemployed, including new hire reporting, veterans' services, the Nevada Equal Rights Commission, the Workforce Investment Act, Trade Adjustment Assistance (TAA), layoff assistance, unemployment benefits, and more.

Nevada Department of Health and Human Services – Division of Welfare and Supportive Services provides quality, timely and temporary services enabling Nevada families, the disabled and elderly to achieve their highest levels of self-sufficiency. Individuals can learn about childcare and development, child support enforcement, eligibility and payments on food stamps, medical programs and temporary assistance for needy families, employment and support services, and more.

Nevada Office of the Labor Commissioner enforces the labor laws of the State of Nevada in a manner that protects the rights of working families in a fair, professional and timely manner, with a complete list of statutes and regulations enforced by the Labor Commissioner, as well as information on wages and hours, filing a claim, hearings and more.

Supportive Services address service needs such as employment, health, drug abuse treatment, or education, to help persons meet three overall goals: 1) achieve housing stability, 2) increase skill and/or income levels, and 3) obtain greater self-determination. Supportive services may include, but are not limited to assistance in obtaining shelter, assistance in obtaining income supports, medical counseling and supervision, mental health and psychological counseling and supervision, employment counseling, substance abuse treatment and counseling, other services such as childcare payments, transportation assistance, job placement or training, outreach, life skills training, and transportation.

U.S. Department of Labor fosters and promotes the welfare of the job seekers, wage earners, and retirees of the United States by administering laws including a workers' rights to safe and healthful working conditions, a minimum hourly wage and overtime pay, freedom from employment discrimination, unemployment insurance, required posters at the workplace, laws that apply when someone is hired, and more.

Workforce Development provides a combination of services, community supports, job training and education that positions an individual for success in the workforce. Business engagement activities connect business to a qualified workforce and develop employment opportunities for individuals in the workforce.

EXHIBIT B
CLARK COUNTY WORKFORCE ECONOMIC STABILITY TRAINING INITIATIVE (CCWEST)
PROGRAM
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND EVIDENCE OF INSURANCE TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

A. **FORMAT/TIME:**

PROVIDER shall provide COUNTY with Certificates of Insurance for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.

B. **ACCEPTIBILITY OF INSURERS:**

COUNTY requires insurance carriers to maintain during CONTRACT term, an "A.M. Best" rating of not less than A.VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the SUCCESSFUL BIDDER from potential insurer insolvency.

C. **OWNER COVERAGE:**

COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability insurance coverage. PROVIDER 'S insurance shall be primary and non-contributory with respect to COUNTY, its officers and employees.

D. **ENDORSEMENTS/CANCELLATION:**

PROVIDER'S general liability and automobile liability insurance policies shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given advance notice of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***

E. **DEDUCTIBLES:**

All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance. ***If the deductible is "zero" it must still be referenced on the certificate.***

F. **COMMERCIAL GENERAL LIABILITY – Occurrence Form**

PROVIDER shall provide coverage with limits of liability not less than those stated below. An excess or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a 'following form' basis. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

o Each Occurrence:	\$1,000,000
o Products – Completed Operations:	\$1,000,000
o Personal and Advertising Injury:	\$1,000,000
o Damage to Rented Premises	\$ 50,000
o Medical Expenses	\$ 5,000
o General Aggregate:	\$2,000,000

The Policy shall be endorsed to include coverage for physical/sexual abuse and molestation.

Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

A separate copy of the Waiver of Subrogation endorsement must be provided. A separate copy of the Additional Insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.

G. **AUTOMOBILE LIABILITY**

PROVIDER shall provide coverage with limits of liability not less than those stated below. Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

o Combined Single Limit (CSL):	\$1,000,000
--------------------------------	-------------

A separate copy of the additional insured endorsement is required and must be provided for the Automobile Liability policy. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.

H. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS):

Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract. These are minimum limits and could be increased to be commensurate with the project.

- o Each Claim: \$1,000,000
- o Annual Aggregate: \$2,000,000

If the professional liability insurance provided is on a claims-made basis, PROVIDER warrants that any retroactive date under the policy shall precede the effective date of this contract, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

A separate copy of the Extended Reporting Period or 'Tail Coverage' endorsement is required and must be provided for the Professional Liability policy. Policy number must be referenced on endorsement, or the form number must be referenced on certificate with the retroactive date.

I. CYBER LIABILITY / SYSTEM / TECHNOLOGY (Errors & Omissions)

PROVIDER shall obtain and maintain with limits not less than those stated below.

- o Per Occurrence or Claim: \$1,000,000
- o Annual Aggregate: \$1,000,000

Coverage shall be sufficiently broad to respond to all duties, acts, or omissions undertaken by PROVIDER under this Contract including, but not be limited to:

- o Security breaches and unauthorized access or disclosure of confidential or personal information.
- o System or network failures, data loss or corruption, and restoration or recovery expenses.
- o Business interruption, contingent business interruption, and data reconstruction costs.
- o Cyber extortion, ransomware, and social engineering fraud.
- o Media liability, including infringement of copyright, trademark, trade dress, or other intellectual property.
- o Privacy violations, information theft, publication of private material, or misuse of digital content.
- o Regulatory investigations, fines, and penalties (where insurable by law).
- o Breach response costs, including legal defense, crisis management, and credit monitoring or identity restoration expenses.

If PROVIDER maintains broader coverage and/or higher limits than the minimums shown above, COUNTY shall be entitled to the benefit of such broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance shall be available to COUNTY.

J. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

PROVIDER shall obtain and maintain for the duration of CONTRACT. PROVIDER who is a Sole Proprietor, shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. Policy shall contain a Waiver of Subrogation against the COUNTY.

- o Workers' Compensation: Statutory
- o Employers' Liability:
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

K. CRIME LIABILITY

- o Policy Limit \$250,000
- o Aggregate \$250,000

The policy shall provide limits of not less than \$100,000 per claim and in the aggregate for losses arising out of or in connection with any fraudulent or dishonest acts by the PROVIDER's employees, agents, directors, officers, or subcontractors, whether acting alone or in collusion with others. The policy shall include third-party fidelity coverage and name COUNTY and its clients as loss payees as their interests may appear. The policy shall cover extended theft, mysterious disappearance, computer crime, and computer fraud. The policy shall not contain a condition requiring an arrest or conviction as a prerequisite to coverage. Coverage shall extend to losses resulting from employee theft, forgery, alteration, robbery, burglary, and wire fraud, including funds transfer fraud and social engineering fraud. All applicable policies shall be endorsed to provide coverage for computer and electronic crime, including loss of electronic data and funds via unauthorized, fraudulent, or deceptive means.

L. **FAILURE TO MAINTAIN COVERAGE:**

If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from PROVIDER or deduct the amount paid from any sums due PROVIDER under Contract.

M. **ADDITIONAL INSURANCE:**

PROVIDER is encouraged to purchase any such additional insurance as it deems necessary. COUNTY reserves the right to request additional insurance coverages, limits, or endorsements, or to make modifications to the existing insurance requirements, as COUNTY reasonably deems necessary to protect its interests if there are material changes to the scope of work or a material increase to contract amount or upon renewal or amendment. PROVIDER shall comply with any such requirements within a reasonable period following notice from COUNTY.

N. **DAMAGES:**

PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.

O. **COST:**

PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

P. **INSURANCE SUBMITTAL ADDRESS:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155

1. Description: CBE Number and Name of Contract (must be identified on the initial certificates of insurance and each renewal form).
2. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
c/o: myCOI
P.O. Box# 501970
8710 Bash Street
Indianapolis, IN 46256
3. Appointed Agent Signature to include license number and issuing state.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 607903-26, entitled CLARK COUNTY WORKFORCE ECONOMIC STABILITY TRAINING INITIATIVE (CCWEST) PROGRAM
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT C
SUBCONTRACTOR INFORMATION**

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
Telephone No:				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative